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LOS ANGELES

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Pro se,

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CHIPPENDALES USA LLC,

Plaintiff,

vs.

JESUS JESSE BANERJEE,

Defendant

Case No.: CV 23-3672 *PA*

Request
**DEFENDANT'S MOTION FOR
RECONSIDERATION**

COMES NOW, the Defendant, Jesse Banerjee, appearing pro se, respectfully submits this Motion for reconsideration pursuant to Federal Rule of Civil Procedure 59(e) and Local Rule 7-18 seeking a reconsideration of the Court's order dated 1st May 2024 denying his Motion to Set Aside Default and Default Judgment.

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BACKGROUND

In the original motion, the Court determined that the defendant, Jesus "Jesse" Banerjee, failed to provide sufficient evidence and legal arguments to support setting aside the default and default judgment. However, it is respectfully submitted that this determination fails to fully consider the circumstances surrounding Mr. Banerjee's representation and the available evidence that was not presented due to ineffective assistance of counsel. Mr. Banerjee, through no fault of his own, found himself in a position where his legal representation fell short of the standards expected in such proceedings. Despite earnest attempts to collaborate with his counsel and provide necessary instructions and evidence, Mr. Banerjee was thwarted by a breakdown in communication and performance on the part of his counsel of record at the time. Furthermore, the Court's ruling appears to have been made without a complete understanding of the challenges Mr. Banerjee faced in securing effective legal representation. This failure to fully appreciate the constraints under which Mr. Banerjee operated unfairly prejudices his ability to seek redress and justice in this matter. Therefore, it is imperative that the Court reconsider its decision in light of these extenuating circumstances and afford Mr. Banerjee the opportunity to present his case fully and fairly.

STATEMENT OF FACTS

The Decedent, Somen Banerjee, aka Steven Banerjee, was the founder of the acclaimed male exotic entertainment brand, Chippendales. Somen Banerjee, the founder and CEO of Easebe Enterprises Inc., acquired and registered the Chippendales trademark in 1981. He remained the sole owner until his death in 1994. According to the death certificate attached herein as **EXHIBIT A**, the Decedent passed away while incarcerated in Los Angeles County, California, on October 24, 1994.

At the time of the Decedent's death, three children survived him: Lindsay Banerjee (referred to as "Lindsay"), Christian Banerjee ("Christian"), and Jesse Banerjee. Just before his demise, the Decedent was amidst divorce proceedings with his then-wife, Irene Banerjee ("Irene"). Simultaneously, he was serving a sentence for the attempted murder of a former male exotic dancer and employee.

1 During the summer of 1994, defendants Somen Banerjee and Irene Banerjee, alongside
2 Mark Pakin and Nace Cohen, acting on behalf of themselves and entities like Easebe,
3 Chippendales, Inc., 929 Club, CLP, and CHIP, commenced executing an asset movement plan
4 aimed at obstructing, delaying, and defrauding various creditors associated with the defendants.
5 For the context of this Fifth Claim for Relief, these defendants collectively are referred to as the
6 "fraudulent transfer defendants." Around July 28, 1994, defendant Somen Banerjee entered a
7 plea agreement in U.S. v. Banerjee, acknowledging a conspiracy and agreeing to forfeit his
8 Chippendales empire interest. However, prior to this, the fraudulent transfer defendants had
9 orchestrated an initial asset transfer (the "Initial Transfer"). In this transfer, Somen Banerjee
10 relinquished a significant part of his Chippendales empire, two homes and a Mercedes Benz, to
11 defendant Irene Banerjee without any meaningful exchange, solely to defraud creditors. The
12 division of assets did not materialize until November 1994, a month after Steven's passing, as
13 evidenced by **EXHIBIT B** - the marital dissolution judgment issued by the Court On August 17,
1994, a judgment of dissolution of marriage between Steve Banerjee and Irene Banerjee entered
in the Los Angeles Superior Court Case No. BD 157386

14 This Initial Transfer, driven purely by the intention to defraud creditors, was organized
15 with the active involvement and awareness of Mark Pakin, Nace Cohen, Easebe, Chippendales,
16 Inc., and the 929 Club. It took place within an uncontested divorce stipulation between Somen
17 Banerjee and Irene Banerjee, alluded to above, serving the singular purpose of deceiving
18 creditors, done without legitimate consideration, swiftly, and intended to conceal its terms from
19 creditors. Its aim was to transfer a substantial part of the defendants' stock and assets while
20 maintaining control and creating the impression of insolvency post-transfer. The federal
21 government contested the legitimacy of this Initial Transfer in late summer and early fall 1994.
22 To hide the terms and conditions from the plaintiffs, the fraudulent transfer defendants attempted
23 to seal all related records and filings. Anticipating challenges to the transfer's fraudulent nature,
24 they expedited another deceitful transfer of assets (the "Subsequent Transfer"), this time passing
25 a significant part of the stock and assets of Easebe, Chippendales, Inc., and 929 Club to Nace
26 Cohen, CLP, and CHIP, again, without meaningful consideration and solely to defraud creditors.

27 Similar to the Initial Transfer, the Subsequent Transfer involved S. Banerjee, Irene
Banerjee, Mark Pakin, Easebe, Chippendales, Inc., 929 Club, Nace Cohen, CLP, and CHIP,

1 aiming to deceive creditors, lacking legitimate consideration, conducted hurriedly to hide terms,
2 transferring most assets while retaining control, and presenting an appearance of insolvency.
3 Defendant S. Banerjee's suicide in October 1994 followed the apparent completion of the
4 Subsequent Transfer. Defendants Irene Banerjee, Easebe, Chippendales, Inc., and 929 Club,
5 through the administrator of her estate, refused to disclose the full details of these transfers,
6 impeding understanding. The available information confirms the fraudulent nature of the
7 transfers, revealing ninety percent of Easebe's assets transferred to Irene Banerjee with no
8 substantial consideration and Nace Cohen's supposed "purchase" of Chippendales, Inc. with
9 minimal consideration. These transfers' sole intent was to deceive and delay creditors, including
10 the plaintiffs. Defendant Irene Banerjee further moved any limited funds from these transfers
11 into offshore accounts to continue obstructing and deceiving creditors, as acknowledged by her
12 attorney, Mr. Gernsbacher, indicated in Exhibit "E." Defendants Nace Cohen, Mark Pakin, CLP,
13 and CHIP claimed ownership and control of Chippendales' assets without paying any legitimate
14 consideration. Cohen, an insider due to family ties, and Pakin, a long-term Chippendales
15 employee and close associate of defendants Irene Banerjee and S. Banerjee, orchestrated this
16 deceitful transfer to defraud creditors. The sale was marred by irregularities because Ms. Irene
17 Banerjee lacked authority to sell the trademark as she was neither an executor nor a partner of
18 Easebe Enterprises Inc. CLP Tours Ltd. failed to conduct proper due diligence, raising suspicions
19 of insider dealing. The sale proceeds were routed through attorney Gernsbacher and Ms.
20 Banerjee's sister, Helen Maryman, in Belgium, suggesting an attempt to conceal the transaction.
21 Before Irene's passing on 2/8/2001, it is believed that rather than disclosing the Decedent's
22 passing to authorities, Irene and the mentioned Respondents - Irene's sister Helen Maryman
23 ("Helen"), Helen's husband Bradley Maryman ("Brad"), and Irene's children Lindsay and
24 Christian - allegedly concealed this information for years. They purportedly engaged in activities
25 to deplete the Decedent's estate, using fraudulent methods such as forging signatures,
26 manipulating notary stamps, and knowingly hiding the Decedent's passing and the invalid
27 divorce judgment from financial institutions and authorities. According to information and
28 belief, Irene and her associates - Helen, Brad, Christian, and Lindsay - allegedly utilized
29 corporate entities and trusts to transfer the Decedent's assets out of his name fraudulently. This
30 petition specifically aims to recover one of these assets: the Chippendales trademark.
31 Alternatively, it is believed that these individuals intentionally spent, distributed, or

1 misappropriated these assets that rightfully belong to the Decedent's estate, potentially justifying
2 a judgment for associated damages against them.

3 Irene Banerjee demonstrably lacked any legal authority to manage or dispose of Somen
4 Banerjee's assets at the time of the purported sale of the Chippendales trademark. This
5 conclusion is supported by the absence of any official documentation appointing her as executor,
6 partner, or heir to the estate. Furthermore, the divorce judgment, relied upon by Irene as a
7 supposed basis for her actions, did not and could not convey ownership of Somen Banerjee's
8 assets due to its effective date postdating his death.

9 The sale of the Chippendales trademark raises substantial concerns regarding legitimacy
10 and transparency. The sale price of \$1.8 million falls significantly below the estimated value of
11 \$50 million, suggesting either substantial undervaluation or intentional manipulation.
12 Additionally, the lack of due diligence conducted by CLP Tours Ltd., the buyer, casts further
13 doubt on the transaction's validity. The routing of sale proceeds through an attorney and Irene
14 Banerjee's sister in Belgium strengthens the suspicion of concealment and obfuscation. This
15 fraudulent sale constitutes a clear violation of California Probate Code section 850, which
16 authorizes probate courts to determine ownership of property belonging to a decedent and
17 prevent its wrongful removal. Ms. Irene Banerjee's actions fall within the purview of section 850
18 as she possessed and claimed ownership of the Chippendales trademark, an asset belonging to
19 the estate. Further, she concealed and disposed of the trademark through a fraudulent sale
20 without legal authority.

21 The deliberate non-disclosure of Somen Banerjee's death constitutes a significant and
22 potentially illegal action. This delay in initiating probate proceedings and notifying authorities
23 directly impeded Jesse Banerjee's ability to protect the estate and seek legal recourse.

24 The utilization of corporate entities and trusts by Irene Banerjee and her associates
25 appears intended to further obscure the ownership and origin of assets potentially belonging to
26 the Decedent's estate. This practice potentially facilitates the diversion of funds away from their
27 rightful beneficiaries.

Irene Banerjee's actions regarding the Decedent's estate were undertaken without any
legal standing or authorization. The absence of an officially recognized role within the estate

1 renders her purported sale of the Chippendales trademark and any other financial transactions
2 null and void. The divorce judgment, while seemingly official, possesses no legal power to
3 transfer ownership of the Decedent's assets due to its effective date postdating his death. This
4 incontrovertible fact negates any possible claims of Irene's right to manage or dispose of Somen
5 Banerjee's estate and its valuable assets. Any further activities undertaken by Irene Banerjee or
6 her associates to manage or distribute the Decedent's assets were not only unauthorized but
7 potentially constituted unlawful actions. Their lack of legal standing within the estate renders
8 their involvement illegitimate and potentially subject to legal challenge.

9 A consistent pattern of fraudulent behavior emerges concerning the handling of Somen
10 Banerjee's marital status upon his death and subsequently Irene Banerjee's status after his
11 passing. Initially, on Somen Banerjee's death certificate, the informant—his brother-in-law—
12 alleged that he was married, failing to disclose his divorce. This intentional omission suggests an
13 initial attempt to misrepresent Somen Banerjee's true marital status.

14 In the case *Unicorn Tales, Inc. v. Banerjee*, 138 F.3d 467 (2d Cir. 1998), the court noted
15 that On February 22, 1996, Irene Banerjee, representing herself as Banerjee's surviving spouse,
16 served and filed a statement of the fact of Banerjee's death.

17 Following Irene Banerjee's death, her Sister Helen Maryan, acting as the executrix of her
18 estate, once again misrepresented Irene Banerjee as a widow, neglecting to acknowledge the
19 dissolution of her marriage to Somen Banerjee. Legal precedents assert a fundamental principle:
20 following a divorce, an ex-spouse does not retain the status of a widow or widower upon the
21 death of their former partner. This concept, elucidates that divorce terminates the marital bond,
22 rendering the ex-spouse as an individual distinct from the deceased. “Where a husband and wife
23 are divorced a vinculo they each became single persons and after the husband's death the wife is
24 not his widow. *Alabama Pension Comm. v. Morris*, 242 Ala. 110, 4 So.2d 896; 45 Words and
25 Phrases, Widow and Wives. *Goodman v. McMillan*, 258 Ala. 125, 129 (Ala. 1952) (“The
26 divorce between the parties severed the marriage relation and thereafter Florence McMillan was
27 no longer the wife of Dr. McMillan. In contemplation of law each was then a single person and
she could never thereafter (except by a subsequent valid marriage with him) have been his
widow at his death. A widow in contemplation of law is a wife who outlives her husband, not an
ex-wife who had theretofore been divorced from him. *Alabama Pension Commission v.*

1 Morris, 242 Ala. 110, 112, 4 So.2d 896, 897.") The consistent oscillation in presenting Irene
2 Banerjee's marital status—acknowledging the divorce when expedient and positioning her as a
3 widow when advantageous—unveils a persistent and orchestrated pattern of fraudulent behavior.
4 Both Irene Banerjee and the administrator of her estate engaged in this systematic
5 misrepresentation, manipulating Irene Banerjee's marital narrative to suit their specific motives
6 in various scenarios. This calculated and recurrent misrepresentation stands as a testament to a
7 deliberate effort to distort facts to their advantage, raising serious ethical and legal concerns
8 regarding their actions.

9 The US Patent and Trademark Office (USPTO) lodged an appeal against the trademarks
10 of CHIPPENDALES USA LLC, as documented in the US Government record. The appeal was
11 directed to the United States Patent and Trademark Trial and Appeal Board, specifically Serial
12 No. 78/666,598. The Board affirmed Chippendale's additional agreements, overturning the prior
13 board decision due to its lack of merit. Mr. Jesus Jesse Banerjee, son of Somen Banerjee, is
14 identified as the beneficiary and heir. As such, he stands entitled to future profits and royalties
15 derived from the inherited trademark Chippendales, along with intellectual property ownership
16 rights. These entitlements are validated through the Letter of Administration, a part of which
17 consists of court documents and is included in the records of this case. Issued by the California
18 Probate Court, the Letter of Administration is acquired through a formal petition to the court. In
19 recognition of his role, Jesus Jesse Banerjee has been appointed Administrator to oversee the
20 settlement of the estate and the disposition of any associated property. It is notable that Jesus
21 Jesse Banerjee, as the oldest surviving sibling successor of Somen Banerjee.

22 **Federal Government Action**

23 The federal case of U.S. v. Banerjee, led to the issuance of a restraining order on aimed at
24 restraining Somen Banerjee's property as follows "Pursuant to 18 U.S.C. { 1963(d)(1)(A), all
25 persons shall be and are enjoined, restrained, and prohibited from assigning, selling, leasing,
26 mortgaging, encumbering, dissipating, or in any other way disposing of or diminishing any of
27 defendant SOMEN "STEVE" BANERJEE 's interest in or control over Easebe, Inc.,
Chippendales, Inc., the 929 Club Inc. , and any subsidiary or related other businesses, or any of
the assets thereof, including but not limited to property rights, the name "Chippendales,"

1 licenses, merchandise, inventory, accounts receivable, bank accounts, real property, fixtures,
2 trademarks, copyrights, and contract rights ("the Easebe property") , until such time as the Court
3 issues a Final Order of Forfeiture." This federal action centers on fraudulent activities linked to
4 property ownership and transfers. The specific focus on restraining Banerjee's assets underlines
5 the seriousness of fraudulent behavior associated with these properties. The reverberations of this
6 federal action extend to any property transfers taking place within the ongoing divorce
7 proceedings. The concern arises from the possibility that such transfers might be rooted in
8 fraudulent activities, potentially necessitating detailed scrutiny and judicial intervention. The far-
9 reaching implications of the federal restraining order intersect with the divorce proceedings,
10 raising legitimate concerns about the legitimacy of property transfers occurring amidst this legal
11 context. Given the restraining order's scope and the nature of fraudulent activities addressed
12 within the federal case, there exists a compelling argument for meticulous examination and
13 potential judicial involvement to ascertain the validity and legality of any property transfers
connected to Somen Banerjee's assets mentioned in both the federal action and the ongoing
divorce proceedings.

14 **Fraudulent Transfer Ruling**

15 The previous judicial ruling, addressing the fraudulent transfer orchestrated by Irene
16 Banerjee, serves as evidence highlighting irregularities within this case. On April 30th 1997, the
17 Judgement creditor obtained judgement against Irene K. Banerjee, which judgement held that
18 three assets of Somen Banerjee had been fraudulently transferred to MS Irene Banerjee namely
19 Easebe Enterprises Inc., 151 Napoleon Street Playa del Rey and 301 Redland Street, which
20 assets were the main subjects in the marital dissolution agreement entered between Somen
21 Banerjee and Irene Banerjee. The court in the case No CV 94-4729 WJR (RNBX) Consolidated
22 W/ CV 94-7587 WJR, **Schrotel et al v. Irene Katherine Banerjee et al**, Case No. BC181085
23 (**EXHIBIT C**) specifically noted as follows in its orders "...FURTHER ORDERED,
24 ADJUDGED AND DECREED that the 1994 transfer of assets by and between defendant Somen
25 Banerjee and defendant Irene Banerjee were intended to hinder, delay or defraud creditors.. This
26 judgement unequivocally invalidates any spousal agreements linked to property transfers within
the context of the ongoing divorce proceedings, underscoring the imperative need for a
comprehensive legal reevaluation of all property transfers in contention.

1 The sequence of events surrounding the divorce proceedings between his father, Somen
2 Banerjee (Steven Banerjee) and stepmother, Irene Banerjee has had a profound impact on Jesse
3 Banerjee's inheritance rights and financial stability, leading to his disinheritance. The Marital
4 Dissolution judgment entered on August 17, 1994, and subsequent actions, including the
5 nullification of a post-marital agreement, fraudulent asset transfers, and persistent
6 misrepresentation, have collectively undermined Jesse Banerjee's rightful claim to his father's
7 estate. The circumstances surrounding the Marital Dissolution judgment, especially the
8 questionable post-marital agreement and irregular asset transfers during Somen Banerjee's
9 incarceration and subsequent demise, raise critical concerns about the integrity and fairness of
10 the entire process. These actions, coupled with the continuous misrepresentation of Irene
11 Banerjee's marital status, paint a picture of calculated manipulation and deceit that significantly
12 affect Jesse Banerjee's rightful inheritance. Moreover, the revelations of fraudulent asset
13 transfers under the Uniform Fraudulent Transfer Act, and the persistent misrepresentation of
14 Irene Banerjee's marital status cast a glaring light on a deliberate attempt to defraud, highlighting
the urgent need for a comprehensive reassessment to ensure justice and fairness for Jesse
Banerjee in this unjust estate dispute.

15 **Defendant's appointment as administrator of his father's estate**

16 The appointment of Jesse Banerjee as the administrator over the estate of his father,
17 Somen Banerjee, is a matter of judicial record and bears significant legal weight. The minute
18 order issued by the Superior Court of California, County of Los Angeles, clearly delineates the
19 granting of letters of administration to Jesse Banerjee on October 15, 2018. This appointment
20 bestowed upon him full authority as the Personal Representative of the Estate, with powers
21 including Independent Administration of Estate Act (IAEA) powers. Importantly, the issuance of
22 these letters of administration occurred without the annexation of the purported fraudulent will
23 that Lindsay sought to rely upon and annexed herewith as **EXHIBIT D** is a copy of the Minute
24 Order and Letters appointing Jesse Banerjee, the defendant herein as administrator with full
powers.

25 The minute order underscores the court's recognition of Jesse Banerjee's rightful role as
26 the administrator of his father's estate, affirming his legal standing and authority to manage and
27 administer the estate's affairs. The court's decision to grant letters of administration signifies its

1 endorsement of Jesse Banerjee's qualifications and suitability for the role, further solidifying his
2 position as the legitimate administrator of the estate. It's crucial to emphasize that the court's
3 appointment of Jesse Banerjee as the administrator was based on a thorough consideration of the
4 relevant legal factors and without any influence from external or fraudulent documents.

5 ARGUMENTS

6 Defendant brings this motion for reconsideration pursuant to Federal Rule of Civil
7 Procedure 59(e), which mandates that "Any motion to alter or amend a judgment shall be filed
8 no later than 10 days after entry of the judgment." Local Rule 7-18 further delineates the grounds
9 for such a motion, stating that reconsideration may only be sought on the basis of "(a) a material
10 difference in fact or law from that presented to the Court before such decision that in the exercise
11 of reasonable diligence could not have been known to the party moving for reconsideration at the
12 time of such decision, or (b) the emergence of new material facts or a change of law occurring
13 after the time of such decision, or (c) a manifest showing of a failure to consider material facts
14 presented to the Court before such decision." The Second Circuit, in *United States v. Adegbite*,
15 877 F.2d 174, 178 (2d Cir. 1989), elucidated three circumstances that may justify reconsideration
16 of an earlier decision: "an intervening change in controlling law, new evidence, or the need to
17 correct a clear error of law or to prevent manifest injustice." Echoing this sentiment, the court in
18 *United States v. Mills*, 2004 U.S. Dist. LEXIS 291 (D. Conn. Jan. 8, 2004), interpreted the local
19 civil rule for motions for reconsideration (Rule 7(c)), stating that such motions are akin to
20 motions for amendment of judgment under Fed.R.Civ.P. 59(e) and must be treated under its
21 standard. Consequently, a motion for reconsideration must adhere to stringent standards,
22 requiring the movant to demonstrate that the court overlooked matters or controlling decisions
23 which might reasonably have altered the court's result.

24 Specifically, Rule 59(e) permits reconsideration based on three possible grounds: (1) an
25 intervening change in the law; (2) the availability of new evidence not previously available; and
26 (3) the need to correct a clear error of law or prevent manifest injustice. These standards aim to
27 prevent the repetitive re-argument of issues already considered and decided. As elucidated in
Shrader v. CSX Transp., Inc., 70 F.3d 255, 257 (2d Cir. 1995), "The standard for granting ... a
motion [for reconsideration] is strict, and reconsideration will generally be denied unless the
moving party can point to controlling decisions or data that the court overlooked -- matters, in

other words, that might reasonably be expected to alter the conclusion reached by the court." The Federal Rules of Civil Procedure do not explicitly address motions for reconsideration, as noted in *Allen v. Nw. Permanente, P.C.*, No. 3:12-cv-0402-ST, 2012 WL 5996935, at *1 (D. Or. Nov. 30, 2012). However, two rules implicitly allow for the revisiting of prior decisions: Rule 59(e) and Rule 60(b) (2016). After the court has entered a final judgment, a party may seek relief from that judgment "under either Federal Rule of Civil Procedure 59(e) (motion to alter or amend a judgment) or Rule 60(b) (relief from judgment)," per *Allen*, 2012 WL 5996935, at *1 (quoting *Sch. Dist. No. JJ, Multnomah County, Or. v. ACandS, Inc.*, 5 F.3d 1255, 1263 (9th Cir. 1993)). Rule 60(b) outlines various grounds for seeking relief from a judgment, including mistake, newly discovered evidence, fraud, void judgment, judgment satisfaction, or any other reason justifying relief. Rule 59(e), on the other hand, does not specify a test for reconsideration but courts have determined that it is appropriate if presented with newly discovered evidence, committed a clear error, or if there is an intervening change in controlling law, as articulated in *Sissoko v. Rocha*, 440 F.3d 1145, 1153-54 (9th Cir. 2006) and *Kana Enters., Inc. v. Estate of Bishop*, 229 F.3d 877, 890 (9th Cir. 2000). A motion for reconsideration should fulfill two objectives: (1) demonstrate reasons for the court to reconsider its prior decision, and (2) present law or facts of a strongly convincing nature to induce the court to reverse its prior decision, as stated in *Romtec, et al. v. Oldcastle Precast, Inc.*, 08-06297-HO, 2011 WL 690633, at *8 (D. Or. Feb. 16, 2011) (citing *Donaldson v. Liberty Mut. Ins. Co.*, 947 F. Supp. 429, 430 (D. Haw. 1996)). Whether brought under Rule 59 or Rule 60, when a party seeks reconsideration based on new evidence, the court applies the same test. Under this test, the movant must demonstrate that the evidence existed at the time of the original decision, could not have been discovered through due diligence, and was of such magnitude that its earlier production would likely have changed the disposition of the case, as outlined in *Jones v. Aero/Chem Corp.*, 921 F.2d 875, 878 (9th Cir. 1990).

I. Ineffective Assistance of Counsel

Once Judgment has been entered, reconsideration may be sought by filing a motion under either Federal Rule of Civil Procedure 59(e) (motion to alter or amend judgment) or Federal Rule of Civil Procedure 60(b) (motion for relief from judgment). This legal framework, as established by precedent, guides the court in evaluating the merits of a motion for reconsideration. Rule 60(b) specifically provides for extraordinary relief and may only be invoked upon a showing of exceptional circumstances (*Engleson v. Burlington N.R. Co.*, 972F.2d1038, 1044 (9th

1 Cir.1994)). Under Rule 60(b), the court may grant reconsideration based on several grounds,
 2 including mistake, newly discovered evidence, fraud, void judgment, judgment satisfaction, or
 3 any other reason justifying relief (Fed. R. Civ. P. 60(b)). Rule 60(b)(6) serves as a "catchall
 4 provision" applicable when the reason for granting relief is not covered by the other reasons set
 5 forth in Rule 60. This provision is invoked sparingly and is aimed at preventing manifest
 6 injustice caused by extraordinary circumstances beyond the party's control (United States v.
 7 Washington, 394F.3d 1152, 1157(9th Cir.2005)). To open a case under Rule 60(b)(6), a party
 8 must establish both injury and circumstances beyond their control that prevented them from
 9 proceeding in a proper fashion. Notably, where the client has demonstrated gross negligence on
 10 the part of their counsel, a default judgment against the client may be set aside pursuant to Rule
 11 60(b)(6) (Cmt. Dental Servs. v. Tani, 282F.3d 1164,1169(9th Cir.2002)). It is crucial to
 12 recognize that judgment by default is an extreme measure, and a case should, whenever possible,
 13 be decided on the merits (Cmt. Dental Servs. v. Tani, 282F.3d 1164,1170(9th Cir.2002)).
 14 Counsel who abandons their duties as an attorney, despite assuring the client that a case is
 15 "proceeding properly," commits gross negligence, highlighting the remedial nature of Rule
 16 60(b)(6) and the imperative to liberally apply it (Falkv. Allen, 739F.2d 461, 463(9th
 17 Cir.1984)(percuriam)).

18 Regrettably, it is brought to the Court's attention that the defendant, Mr. Jesus "Jesse"
 19 Banerjee, received ineffective assistance from his counsel of record at the time. Despite Mr.
 20 Banerjee's repeated attempts to provide instructions, furnish evidence, and plead relevant facts,
 21 his counsel failed to adequately represent his interests in this matter. Specifically:

22 i. **Failure to Furnish Evidence:** Despite Mr. Banerjee's diligent efforts to
 23 provide relevant documents and information, his counsel neglected their duty to properly
 24 gather and submit crucial evidence that would have supported his defense. This
 25 negligence resulted in the Court being deprived of access to material that could have
 26 significantly influenced its decision-making process. Had the evidence been presented as
 27 intended, it could have provided valuable context and clarity to the case, potentially
 leading to a different outcome.

ii. **Failure to Plead Facts:** Mr. Banerjee possessed personal knowledge of
 certain facts essential to the case, yet his counsel failed to incorporate them into the

1 pleadings. This critical oversight led to the Court being deprived of essential information
 2 necessary for a comprehensive understanding of the case's intricacies. By failing to plead
 3 these facts, Mr. Banerjee's counsel effectively handicapped his defense, denying him the
 4 opportunity to present a complete and compelling case before the Court.

5 iii. **Lack of Communication:** Despite Mr. Banerjee's persistent attempts to
 6 communicate with his counsel and provide instructions, there existed a consistent lack of
 7 communication and cooperation. This breakdown in communication severely undermined
 8 Mr. Banerjee's ability to effectively participate in his defense and contribute
 9 meaningfully to the preparation of his case. Without open lines of communication and
 10 collaboration between attorney and client, Mr. Banerjee was left unaware of critical
 11 developments in his case and unable to provide necessary input, further diminishing his
 12 ability to receive a fair trial.

13 It is evident that Mr. Banerjee's counsel failed to meet the standard of representation
 14 expected in legal proceedings of this nature. The deficiencies in counsel's performance directly
 15 impacted Mr. Banerjee's ability to present a robust defense and advocate for his rights in a
 16 meaningful manner. As such, it is imperative that the Court takes into account these significant
 17 shortcomings when reconsidering its decision in this matter. In light of the foregoing, Mr.
 18 Banerjee respectfully urges the Court to recognize the gross negligence exhibited by his counsel
 19 and to exercise its discretion by granting the motion for reconsideration under Rule 60(b)(6).
 20 Failure to do so would perpetuate a manifest injustice and undermine the principles of fairness
 21 and due process. Annexed Herewith as **EXHIBIT E**, are copies of relevant emails from the
 22 defendant to his attorney of record.

23 **II. New Evidence**

24 The Federal Rules of Civil Procedure do not mention either motions for reconsideration
 25 or reargument. See *Brambles USA, Inc. v. Blocker*, 735 F. Supp. 1239, 1241 (D. Del. 1990).
 26 Courts often treat such motions as motions to alter or amend a judgment, authorized by Federal
 27 Rule of Civil Procedure 59(e).5 *Flash Seats, LLC v. Paciolan, Inc., No. CIV. 07-575-LPS, 2011*
WL 4501320, 469 F. (Fed. Cir. 2012) (citing *Silva Rivera v. State Ins. Fund Corp.*, 488 F. Supp.
 2d 72, 77 (D.P.R. 2007) ("[A]ny motion seeking the reconsideration of a judgment or order is
 considered as a motion to alter or amend a judgment under [Rule] 59(e) if it seeks to change the

order or judgment issued "). "A motion for reconsideration under [District of Delaware] Local Rule 7.1.5 which is timely filed and challenges the correctness of a previously entered order is considered the 'functional equivalent' of a motion to alter or amend a judgment pursuant to Rule 59(e)." *In re DaimlerChrysler AG Sec. Lit.*, 200 F. Supp. 2d 439,442 ; see also *New Castle County v. Hartford Accident and Indemnity Co.*, 933 F.2d 1162, 1176-77 (3d Cir. 1991); *Jones v. Pittsburgh National Corp.*, 899 F.2d 1350, 1352 (3d Cir. 1990). Local Rule 7.1.5 provides that "[i]f a party chooses to file a motion for reargument, said motion shall be filed within 14 days after the Court issues its opinion or decision, with the exception of motions filed pursuant to [Rule] 59(e), which ' shall be filed in accordance with the time limits set forth in [Rule] 59(e)." Rule 59(e) provides that "[a] motion to alter or amend a judgment must be filed no later than 28 days after the entry of the judgment." The purpose of a motion for reconsideration is "to correct manifest errors of law or fact or to present newly discovered evidence." *In re DaimlerChrysler*, 200 F. Supp. 2d at 442 (citing *Max's Seafood Cafe v. Quinteros*, 176 F.3d 669,677 (3d Cir. 1999)). Motions for reargument or reconsideration may not be used to rehash arguments which have already been briefed, considered and decided. *Id.* (citing *Brambles*, 735 F. Supp. at 1240). As such, a court may only alter or amend its judgment if it is presented with: (1) a change in the controlling law; (2) newly available evidence; or (3) the need to correct a clear error of law or fact to prevent manifest injustice. *Max's Seafood*, 176 F.3d at 677. Motions for reconsideration or reargument are to be granted only sparingly. D. Del. LR 7.1.5. The decision to grant such relief lies squarely within the discretion of the district court. *Flash Seats*, 2011 WL 4501320, at *2 (citing *Dentsply Int'l, Inc. v. Kerr Mfg. Co.*, 42 F. Supp. 2d 385,419).

The Court has discretion in granting or denying a motion for reconsideration, but such discretion is reserved for "highly unusual circumstances." *Beaver v. Tarsadia Hotels*, 29 F. Supp. 3d 1294, 1301 (S.D. Cal. 2014) (citations omitted), *aff'd*, 816 F.3d 1170 (9th Cir. 2016). Specifically, reconsideration pursuant to Rule 59(e) is "appropriate if the district court (1) is presented with newly discovered evidence; (2) clear error or the initial decision was manifestly unjust, or (3) if there is an intervening change in controlling law." *Id.* (quoting *Sch. Dist. No. 1J, Multnomah Cty., Or. v. ACandS, Inc.*, 5 F.3d 1255, 1263 (9th Cir. 1993)). Most importantly: "A Rule 59(e) motion may not be used to raise arguments or present evidence for the first time when they could reasonably have been raised earlier in the litigation." *Kona Enterprises*, 229 F.3d at 890.

1 The failure of Mr. Banerjee's previous counsel to furnish essential evidence, despite
2 diligent efforts by the defendant, placed the case in a precarious position where critical evidence
3 was never presented to the Court due to the negligence and inefficiency of counsel. Despite Mr.
4 Banerjee's earnest attempts to provide necessary documents and information to his attorney,
5 there was a regrettable oversight in gathering and submitting crucial evidence vital to his
6 defense. This failure by counsel deprived the Court of access to material that could have
7 significantly influenced its decision-making process. The evidence which was not previously
8 furnished to the Court, is indispensable for a comprehensive understanding of the case. These
9 documents fill critical gaps in the evidentiary record, providing insights and perspectives that
10 were absent during the initial proceedings. It is imperative to recognize that the failure to present
11 this evidence was not due to any lack of diligence or cooperation on Mr. Banerjee's part. On the
12 contrary, Mr. Banerjee made every effort to assist his counsel and ensure that all relevant
13 information was provided. However, despite his diligence, there was a breakdown in the
14 representation provided by his counsel, resulting in the omission of crucial evidence from the
15 Court's consideration.

16 In light of these circumstances, it is evident that the new evidence warrants
17 reconsideration by the Court. By acknowledging the failure of previous counsel to furnish
18 essential evidence, the Court can rectify an injustice and ensure that Mr. Banerjee receives a fair
19 and impartial hearing. Therefore, Mr. Banerjee respectfully urges the Court to reconsider its
20 previous decision in light of this newly revealed evidence and the circumstances surrounding its
21 omission from the original proceedings.

22 **III. Misinterpretation of Factual Arguments**

23 In addition to the issues concerning ineffective assistance of counsel and the emergence
24 of new evidence, it appears that there may have been a misunderstanding or misinterpretation of
25 certain factual arguments as presented by the plaintiff and as relied upon by the court. We posit
26 that the plaintiff's conduct casts significant doubts on the transparency and sincerity of their
27 intentions in this legal proceeding.

Primarily, we draw attention to the petitioner's reliance on documents purportedly
provided by Lindsay, the daughter of the deceased, Steve Banerjee. It's imperative to underscore
that Lindsay's objection and competing claim to the defendant's grant of letters of administration

1 were unequivocally denied by the probate court. Despite this decisive judicial ruling, Attached
2 herein as **EXHIBIT E**, the petitioner persists in citing these documents as if they possess legal
3 weight, thereby potentially misleading the court and engaging in fraudulent misrepresentation.

4 Furthermore, the plaintiff's persistent challenge to the defendant's status as Steve
5 Banerjee's son raises profound suspicions regarding their underlying motives. The grant of letters
6 of administration to the defendant by the probate court stands as prima facie evidence of his
7 relationship to the deceased. By disregarding this explicit legal recognition and persisting in their
8 unfounded allegations, the plaintiff exhibits a troubling pattern of behavior suggestive of ulterior
9 motives, possibly including fraudulent intent.

10 In light of these compelling observations, we urge the court to exercise utmost scrutiny in
11 evaluating the plaintiff's claims and actions. The potential implications of fraudulent
12 misrepresentation in this matter cannot be overstated, and it is imperative for the court to uphold
13 the principles of justice and fairness by thoroughly scrutinizing any indications of misconduct.

14 **IV. Manifest Injustice: Prejudice Resulting from Default Judgment**

15 The enforcement of the default judgment in this case would undoubtedly lead to manifest
16 injustice, primarily due to the circumstances surrounding ineffective assistance of counsel.
17 Failing to consider the impact of such ineffectiveness on the outcome of this case would unfairly
18 prejudice Mr. Banerjee's rights and interests. Moreover, upholding the default judgment without
19 accounting for these critical factors would perpetuate an unjust outcome.

20 The failure to address the ineffective assistance of counsel deprives Mr. Banerjee of the
21 opportunity to present a full and fair defense in this matter. Despite his diligent efforts to
22 cooperate with counsel and provide necessary instructions and evidence, Mr. Banerjee was
23 unjustly hindered by the incompetence of his legal representation. This denial of adequate
24 representation fundamentally undermines the integrity of the legal process and undermines the
25 principles of fairness and due process. Furthermore, enforcing the default judgment in the
26 absence of a thorough consideration of these issues would exacerbate the prejudice suffered by
27 Mr. Banerjee. It would perpetuate an outcome that fails to account for the complexities and
nuances of the case, thereby further depriving Mr. Banerjee of his rights to a fair and impartial
adjudication.

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD
COUNTY OF LOS ANGELES
REGISTRAR-RECORDER/COUNTY CLERK

STATE FILE NUMBER		CERTIFICATE OF DEATH		39419045383	
NAME OF DECEDENT—FIRST GIVEN		LAST NAME		LOCAL REGISTRATION NUMBER	
SOMEN		BANERJEE			
4. DATE OF BIRTH MM/DD/CCYY		5. AGE YRS		7. DATE OF DEATH MM/DD/CCYY	
10/08/1946		48		10/24/1994 Fnd 0435	
9. STATE OF BIRTH		10. SOCIAL SECURITY NO		12. MARITAL STATUS	
INDIA		097-44-0461		MARRIED	
14. RACE		15. HISPANIC—SPECIFY		16. USUAL EMPLOYER	
INDIAN				SELF-EMPLOYED	
17. OCCUPATION		18. KIND OF BUSINESS		19. YEARS IN OCCUPATION	
BUSINESS OWNER		ENTERTAINMENT		20	
20. RESIDENCE—STREET AND NUMBER OR LOCATION		21. CITY		22. COUNTY	
151 NAPOLEON STREET		PLAYA DEL REY		LOS ANGELES	
23. ZIP CODE		24. YES IN COUNTY		25. STATE OR FOREIGN COUNTRY	
90293		25		CALIFORNIA	
26. NAME, RELATIONSHIP		27. MAILING ADDRESS—STREET AND NUMBER OR RURAL ROUTE NUMBER, CITY OR TOWN, STATE, ZIP			
ROBERT TYCHOWSKJ - BROTHER IN LAW		15 RAMONA AVENUE, BUFFALO, NEW YORK 14220			
28. NAME OF SURVIVING SPOUSE—FIRST		29. MIDDLE		30. LAST MARRIED NAME	
IRENE		KATHERINE		TYCHOWSKYJ	
31. NAME OF FATHER—FIRST		32. MIDDLE		33. LAST	
SATYABHUSAN				BANERJEE	
35. NAME OF MOTHER—FIRST		36. MIDDLE		37. LAST MARRIED	
JAYASREE				MUKHERJEE	
38. DATE MM/DD/CCYY		40. PLACE OF FINAL DISPOSITION			
11/01/1994		RES: IRENE BANERJEE, 151 NAPOLEON STREET, PLAYA DEL REY, CA 90293			
41. TYPE OF DISPOSITION		42. SIGNATURE OF EMBALMER		43. LICENSE NO	
CR/RES		[Signature]		7949	
44. NAME OF FUNERAL DIRECTOR		45. SIGNATURE OF LOCAL REGISTRAR		47. DATE MM/DD/CCYY	
GATES, KINGSLEY & GATES		FD-451 [Signature]		10/31/1994	
101. PLACE OF DEATH		102. IF HOSPITAL, SPECIFY ONE		103. FACILITY OTHER THAN HOSPITAL	
L.A. CO. JAIL		<input type="checkbox"/> P <input type="checkbox"/> ER <input type="checkbox"/> OOA		<input type="checkbox"/> CON <input type="checkbox"/> HOP <input checked="" type="checkbox"/> RES <input type="checkbox"/> OTHER	
105. STREET ADDRESS—STREET AND NUMBER OR LOCATION		106. CITY		107. COUNTY	
535 N. Alameda Street		Los Angeles		Los Angeles	
107. DEATH WAS CAUSED BY—ENTER ONLY ONE CAUSE PER LINE FOR A, B, C, AND D		108. DEATH REPORTED TO CORONER		109. DEATH REPORTED TO CORONER	
IMMEDIATE CAUSE (A) Asphyxia		unk		94-08032	
DUE TO (B) Hanging		unk		110. POST-MORTEM PERFORMED	
DUE TO (C)				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
DUE TO (D)				111. USED IN DETERMINING CAUSE	
				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 107		None			
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? IF YES, LIST TYPE OF OPERATION AND DATE		No			
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED		115. SIGNATURE AND TITLE OF CERTIFIER		116. LICENSE NO	
DECEDENT ATTENDED SINCE: MM/DD/CCYY		117. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS - ZIP		118. DATE MM/DD/CCYY	
119. MANNER OF DEATH		120. INJURY AT WORK		121. INJURY DATE MM/DD/CCYY	
<input type="checkbox"/> NATURAL <input checked="" type="checkbox"/> SUICIDE <input type="checkbox"/> HOMICIDE		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		10/24/1994	
122. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		123. TYPE OF CORONER OR DEPUTY CORONER		124. DESCRIBE HOW INJURY OCCURRED (EVENTS WHICH RESULTED IN INJURY)	
535 N. Alameda St., Los Angeles 90012		Deputy Coroner Maria C. Arreola		Self Inflicted with Bed Sheet	
125. SIGNATURE OF CORONER OR DEPUTY CORONER		127. DATE MM/DD/CCYY		128. TYPED NAME, TITLE OF CORONER OR DEPUTY CORONER	
[Signature]		10/27/1994		Deputy Coroner Maria C. Arreola	
STATE REGISTRAR		FAX AUTH #		CENSUS TRACT	
A B C D E F G H					

This is to certify that this document is a true copy of the official record filed with the Registrar-Recorder/County Clerk.

Dean C. Logan
 DEAN C. LOGAN
 Registrar-Recorder/County Clerk

This copy is not valid unless prepared on an engraved border displaying the seal and signature of the Registrar-Recorder/County Clerk.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

JUN 23 2010
 1000001171962

CALOSANGOR

CERTIFICATION OF VITAL RECORD

COUNTY OF LOS ANGELES

REGISTRAR-RECORDER/COUNTY CLERK

AFFIDAVIT TO AMEND A RECORD

95-0002401

39419046383

STATE FILE NUMBER	1A.	1B.	1C.
STATE/LOCAL REGISTRAR USE ONLY			

☐ BIRTH ☒ DEATH ☐ FETAL DEATH
 NO ERASURES, WHITEOUTS, OR ALTERATIONS

PART I INFORMATION TO LOCATE RECORD—TYPE OR PRINT IN BLACK INK ONLY

NAME AS IT APPEARS ON RECORD	1A. NAME—FIRST (GIVEN)	1B. MIDDLE	1C. LAST (FAMILY)
	Soben	-	Banerjee
ADDITIONAL INFORMATION TO LOCATE RECORD	2. SEX	3. DATE OF EVENT—MONTH, DAY, YEAR	4A. CITY OF OCCURRENCE
	M	10/24/1994	Los Angeles
	5. FATHER'S NAME AS STATED ON ORIGINAL	6. MOTHER'S NAME AS STATED ON ORIGINAL	
	Satyabhusan - Banerjee	Jayasree - Mukherjee	

PART II STATEMENT OF CORRECTIONS—NO ERASURES, WHITEOUTS, OR ALTERATIONS

LIST ONE ITEM PER LINE	7. CERTIFICATE ITEM NUMBER	8A. INFORMATION AS IT APPEARS ON ORIGINAL RECORD	8B. INFORMATION AS IT SHOULD APPEAR
	40	Res: Irene Banerjee, 151 Napoleon Street, Playa Del Rey, CA 90293	1 - Res: Irene Banerjee, 151 Napoleon Street, Playa Del Rey, CA 90293, 1 - Res 22 R.G. Kar Road, Shambazar, Calcutta 700004
	41	CR/RES	CR/TR/RES

REASON FOR CORRECTION	9. To correct the record.		
AFFIDAVITS AND SIGNATURES	We, the undersigned, hereby certify under penalty of perjury that we have personal knowledge of the above facts and that the information given above is true and correct.		
TWO PERSONS MUST SIGN THIS FORM	10A. SIGNATURE OF FIRST PERSON	10B. TITLE/RELATIONSHIP TO PERSON IN PART I	10C. DATE SIGNED
	<i>[Signature]</i>	Funeral Director	10/31/1994
USE BLACK INK ONLY	10D. AGE	10E. ADDRESS (STREET, CITY, STATE, ZIP)	
	Legal	1925 Arizona Avenue, Santa Monica, CA 90404	
	11A. SIGNATURE OF SECOND PERSON	11B. TITLE/RELATIONSHIP TO PERSON IN PART I	11C. DATE SIGNED
	<i>[Signature]</i>	Funeral Director	10/31/1994
	11D. AGE	11E. ADDRESS (STREET, CITY, STATE, ZIP)	
	Legal	1925 Arizona Avenue, Santa Monica, CA 90404	
STATE/LOCAL REGISTRAR USE ONLY	12. SIGNATURE OF STATE OR LOCAL REGISTRAR OFFICE OF THE STATE REGISTRAR OF VITAL STATISTICS		13. DATE ACCEPTED FOR REGISTRATION
			JAN 27 1995

STATE OF CALIFORNIA, DEPARTMENT OF HEALTH SERVICES, OFFICE OF STATE REGISTRAR

CALOSANG02

This is to certify that this document is a true copy of the official record filed with the Registrar-Recorder/County Clerk.

Dean C. Logan
 DEAN C. LOGAN
 Registrar-Recorder/County Clerk

This copy is not valid unless prepared on an engraved border displaying the seal and signature of the Registrar-Recorder/County Clerk.

JAN 23 2018



1000001171961

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

ORIGINAL

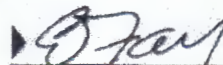
DE-172

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): PETER CSATO (SBN 89272) ERNESTO F. ALDOVER (SBN 157625) FRANZEL ROBINS BLOOM & CSATO, L.C. 6500 Wilshire Blvd, 17th Floor Los Angeles, CA 90048 ATTORNEY FOR (Name):		TELEPHONE AND FAX NOS.: (323) 852-1000 (323) 651-2577	FOR COURT USE ONLY FILED LOS ANGELES SUPERIOR COURT MAR 5 - 2002 JOHN A. CLARKE, CLERK <i>E. Alvarez</i> BY E. ALVAREZ, DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central			
ESTATE OF (Name): IRENE K. BANERJEE		DECEDENT	
CREDITOR'S CLAIM		CASE NUMBER: BP 068900	

You must file this claim with the court clerk at the court address above before the LATER of (a) four months after the date letters (authority to act for the estate) were first issued to the personal representative, or (b) sixty days after the date the *Notice of Administration* was given to the creditor, if notice was given as provided in Probate Code section 9051. You must also mail or deliver a copy of this claim to the personal representative and his or her attorney. A proof of service is on the reverse.
WARNING: Your claim will in most instances be invalid if you do not properly complete this form, file it on time with the court, and mail or deliver a copy to the personal representative and his or her attorney.

- Total amount of the claim: \$ 6,734,000.00
 - Claimant (name): STEVEN WHITE
 - ☒ an individual
 - ☐ an individual or entity doing business under the fictitious name of (specify):
 - ☐ a partnership. The person signing has authority to sign on behalf of the partnership.
 - ☐ a corporation. The person signing has authority to sign on behalf of the corporation.
 - ☐ other (specify):
 - Address of claimant (specify):
 - Claimant is ☒ the creditor ☐ a person acting on behalf of creditor (state reason):
Claimant obtained a judgment against Irene K. Banerjee.
 - ☐ Claimant is ☐ the personal representative ☐ the attorney for the personal representative.
 - I am authorized to make this claim which is just and due or may become due. All payments on or offsets to the claim have been credited. Facts supporting the claim are ☐ on reverse ☒ attached.
- I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- Date: March 4, 2002

Ernesto F. Aldover, Atty. for STEVEN WHITE
(TYPE OR PRINT NAME AND TITLE)



(SIGNATURE OF CLAIMANT)

INSTRUCTIONS TO CLAIMANT

- On the reverse, itemize the claim and show the date the service was rendered or the debt incurred. Describe the item or service in detail, and indicate the amount claimed for each item. Do not include debts incurred after the date of death, except funeral claims.
- If the claim is not due or contingent, or the amount is not yet ascertainable, state the facts supporting the claim.
- If the claim is secured by a note or other written instrument, the original or a copy must be attached (state why original is unavailable.) If secured by mortgage, deed of trust, or other lien on property that is of record, it is sufficient to describe the security and refer to the date or volume and page, and county where recorded. (See Prob. Code, § 9152.)
- Mail or take this original claim to the court clerk's office for filing. If mailed, use certified mail, with return receipt requested.
- Mail or deliver a copy to the personal representative and his or her attorney. Complete the *Proof of Mailing or Personal Delivery* on the reverse.
- The personal representative or his or her attorney will notify you when your claim is allowed or rejected.
- Claims against the estate by the personal representative and the attorney for the personal representative must be filed within the claim period allowed in Probate Code section 9100. See the notice box above.

(Continued on reverse)

CREDITOR'S CLAIM
(Probate)

WEST GROUP
Official Publisher

Probate Code, §§ 9000 et seq., 9153

ATTACHMENT

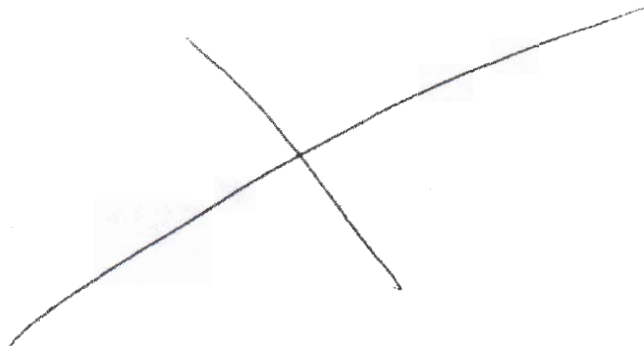
On April 30, 1997, the Judgment Creditor obtained a judgment against Irene K. Banerjee that three assets of "Somen" had been fraudulently transferred to Ms. Banerjee. A copy of the Judgment is attached. The three assets were: (1) Easebe Enterprises, Inc.; (2) 151 Napoleon Street, Playa del Rey; and (3) 301 Redland Street.

An amended judgment entered June 9, 1997 allowed Judgment Creditor to execute the money judgment on the assets transferred by and between Somen Banerjee and Irene Banerjee, or on the proceeds thereof.

Ms. Banerjee sold 301 Redland Street prior to the entry of judgment and the proceeds thereof have yet to be located.

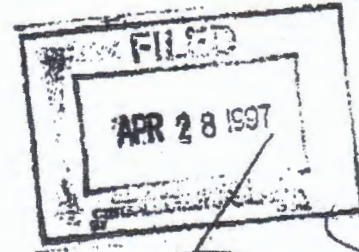
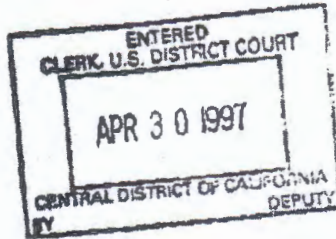
Ms. Banerjee also sold assets of Easbe Enterprises, Inc. in return for a cash payment and a promissory note for the remaining amounts. The cash payment has never been located. However, the payments on the promissory note are the subject of a lawsuit entitled Banerjee v. CLP Tours, Inc., Los Angeles County Superior Court case number BC 219930, which we understand will be settled shortly. Judgment Creditor is entitled, by virtue of the attached amended judgment, to execute the judgment on the proceeds of the lawsuit as it is an asset of the fraudulently transferred Easbe Enterprises, Inc. asset.

Judgment Creditor may execute the judgment on the 151 Napoleon Street, Playa del Rey,
California real property by virtue of the attached Amended Judgment.

A large, handwritten 'X' mark is drawn across the center of the page. The lines are dark and slightly irregular, suggesting they were made with a pen or marker.

280526.1

280526.1



UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

READ SCHROTEL, an individual,) CASE NO. CV 94-4729 WJR (RNBx)
STEPHEN WHITE, an individual,) Consolidated w/ CV 94-7587 WJR
and ADONIS MANAGEMENT
COMPANY, a California
general partnership,

Plaintiffs,

vs.

JUDGMENT

SOMEN "STEVE" BANERJEE, an
individual; EASEBE
ENTERPRISES, INC., a
California corporation;
CHIPPENDALES, INC., a
California corporation; 929
CLUB CORPORATION, a
California corporation;
AUGUSTINE RALPH ANGEL COLON,
an individual; and WILLIAM
NELSON BARNES, JR.,
an individual; IRENE K.
BANERJEE, an individual;
NACE COHEN, an individual;
MARK PAKIN, an individual;
CLP TOUR LTD., a California
Limited Partnership; and
CHIP LP, INC., a California
corporation,

Defendants.

CONSOLIDATED WITH

1 UNICORN TALES, INC., a)
2 corporation of the State of)
3 New York and CHIPPENDALES)
4 UNIVERSAL, INC., a)
5 corporation of the State of)
6 New York, VALENTINE DENOIA,)
7 Administrator of the Estate)
8 of Nicholas DeNoia, Deceased,)
9
10 Plaintiffs,)
11 vs.)
12
13 IRENE BANERJEE, EASEBE)
14 ENTERPRISES, INC., a)
15 corporation of the State of)
16 California, and 929 CLUB)
17 CORP., a corporation of the)
18 State of California;)
19 NACE COHEN, an individual;)
20 MARK PAKIN, an individual;)
21 CLP TOUR LTD., a California)
22 Limited Partnership; and)
23 CHIP LP, INC., a California)
24 corporation,)
25 Defendants.)
26
27
28

1 This consolidated action came on for trial before the
2 Court and a jury, The Honorable William J. Rea, United States
3 District Judge, presiding, between the dates of January 23,
4 1997 and February 21, 1997, inclusive, in the presence of
5 Lamb & Baute, attorneys for plaintiffs Read Schrotel, Stephen
6 White and Adonis Management Company (Mark D. Baute, Esq. and
7 David P. Crochetiere, Esq. appearing); Margulies, Wind,
8 Herrington & Knopf, attorneys for plaintiffs Unicorn Tales,
9 Inc., Chippendales Universal, Inc. and Valentine DeNoia
10 (Robert E. Margulies, Esq. and Frank E. Catalina, Esq.
11 appearing); Howrey & Simon, attorneys for defendants, Nace
12 Cohen, Mark Pakin, CLP Tour, LTD. and CHIP LP, Inc. (Thomas
13 J. Nolan, Esq., George W. Buehler, Esq. and John Schuster,
14 Esq. appearing); Junius T. Podrug, Esq., attorney for
15 defendant Irene Banerjee; and Stephen Jones, Esq., attorney
16 for defendants Somen "Steve" Banerjee, Easebe Enterprises,
17 Inc., Chippendales, Inc. and 929 Club Corporation;

18 IT IS HEREBY ORDERED AND ADJUDGED that judgment be
19 and hereby is entered in favor of plaintiff Read Schrotel and
20 against defendants Estate of Somen Banerjee, Easebe
21 Enterprises, Inc., Chippendales Inc., 929 Club Corporation,
22 Ralph Colon and William Barnes jointly and severally in the
23 amount of \$2,311,000 along with interest and costs; and it is

24 FURTHER ORDERED that judgment be and hereby is entered
25 in favor of plaintiff Stephen White and against defendants
26 Estate of Somen Banerjee, Easebe Enterprises, Inc.,
27 Chippendales, Inc., 929 Club Corporation, Ralph Colon and
28 William Barnes jointly and severally in the amount of

1 \$2,234,000 along with interest and costs; and it is

2 FURTHER ORDERED that judgment be and hereby is entered
3 in favor of plaintiff Adonis Management Company and against
4 defendants Estate of Somen Banerjee, Easebe Enterprises,
5 Inc., Chippendales, Inc., 929 Club Corporation, Ralph Colon
6 and William Barnes jointly and severally in the amount of
7 \$836,000 along with interest and costs; and it is

8 FURTHER ORDERED that judgments for punitive damages be
9 and hereby are entered in favor of plaintiff Stephen White
10 against defendant Estate of Somen Banerjee in the amount of
11 \$2,500,000, against defendant Easebe Enterprises, Inc. in the
12 amount of \$2,000,000, against defendant Chippendales, Inc.,
13 in the amount of \$2,000,000, against defendant 929 Club
14 Corporation in the amount of \$2,000,000, against defendant
15 Ralph Colon in the amount of \$500,000 and against defendant
16 WILLIAM Barnes in the amount of \$500,000; and it is

17 FURTHER ORDERED that judgments for punitive damages be
18 and hereby are entered in favor of plaintiff Read Schrotel
19 against defendant Estate of Somen Banerjee in the amount of
20 \$2,500,000, against defendant Easebe Enterprises, Inc., in
21 the amount of \$2,000,000, against defendant Chippendales,
22 Inc., in the amount of \$2,000,000, against defendant 929 Club
23 Corporation in the amount of \$2,000,000, against defendant
24 Ralph Colon in the amount of \$500,000, and against William
25 Barnes in the amount of \$500,000; and it is

26 FURTHER ORDERED that judgments for punitive damages be
27 and hereby are entered in favor of plaintiff Adonis
28

1 Management Company, Inc., against defendant Estate of Somen
2 Banerjee in the amount of \$4,500,000, against defendant Easabe
3 Enterprises, Inc., in the amount of \$2,000,000, against defendant
4 Chippendales, Inc., in the amount of \$2,000,000, against defendant
5 929 Club Corporation in the amount of \$2,000,000, against defendant
6 Ralph Colon in the amount of \$500,000, and against defendant
7 William Barnes in the amount of \$500,000; and it is

8 FURTHER ORDERED, AND ADJUDGED that the 1994 asset transfers by
9 and between defendant Somen Banerjee and defendant Irene Banerjee
10 were intended by defendant Somen Banerjee and defendant Irene
11 Banerjee to hinder, delay or defraud creditors; and it is

12 FURTHER ORDERED that the jury found the value of Easabe
13 Enterprises, Inc. was \$8,000,000, the value of 151 Napoleon Street
14 was \$750,000, and the value of 301 Redlands Street was \$302,000;
15 and it is

16 FURTHER ORDERED, ADJUDGED AND DECREED that the jury found that
17 the October-November 1994 transfer of assets by and between
18 defendants Irene Banerjee and Easabe Enterprises, Inc., on the one
19 hand, and defendants Nace Cohen, CLP Tour, Ltd., and CHIP LP, Inc.,
20 on the other hand, was not intended by each of those parties to
21 hinder, delay, or defraud creditors; and it is

22 FURTHER ORDERED that all claims herein against CLP Tour Ltd.,
23 CHIP LP, Inc., Nace Cohen, and Mark Pakin be and hereby are
24 dismissed on the merits, and that plaintiffs, and each of them,
25 take nothing from defendants CLP Tour, Ltd., CHIP LP, Inc., Nace
26 Cohen, and Mark Pakin; and it is

27 / / /

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1 FURTHER ORDERED that defendants CLP Tour, Ltd., CHIP LP, Inc.,
2 Nace Cohen, and Mark Pakin recover of plaintiffs Read Schrotel,
3 Stephen White, Adonis Management Company, Unicorn Tales, Inc.,
4 Chippendales Universal, Inc., and Valentine DeNoia their costs of
5 action, in the amount to be determined pursuant to the procedures
6 set forth in Rule 54(d).

7 IT IS SO ORDERED this 25th of April, 1997.

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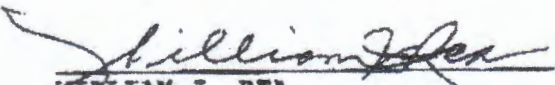
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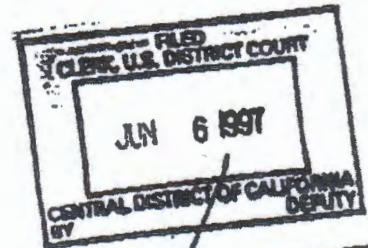
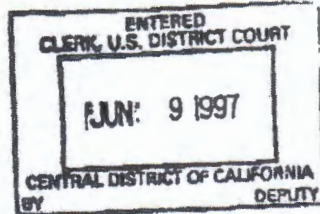
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WILLIAM J. REA
United States District Judge

08/10/97 TUE 15:56 FAX 213 683 1225

LAMB & BAUTE

41007



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

READ SCHROTEL, an individual,)
STEPHEN WHITE, an individual,)
and ADONIS MANAGEMENT COMPANY,)
a California general partner-)
ship,)

Plaintiffs,)

v.)

SOMEN "STEVE" BANERJEE, an)
individual; EASEBE ENTER-)
PRISES, INC., a California)
corporation; CHIPPENDALES,)
INC., a California)
corporation; 929 CLUB)
CORPORATION, a California)
corporation; AUGUSTINE RALPH)
ANGEL COLON, an individual;)
and WILLIAM NELSON BARNES,)
JR., an individual; IRENE K.)
BANERJEE, an individual,)
NACE COHEN, an individual,)
MARK PAKIN, an individual,)
CLP TOUR LTD., a California)
Limited Partnership; and)
CHIP LP, INC., a California)
corporation,)

Defendants.)

CONSOLIDATED WITH)

CV No. 94-4729-WJR (RNBx)
Consolidated with
CV No. 94-7587-WJR

AMENDED JUDGMENT

05/10/97 TUE 15:56 FAX 213 983 1225

LAMB & BAUTE

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2 UNICORN TALES, INC., a)
3 corporation of the State of)
4 New York; and CHIPPENDALES)
5 UNIVERSAL, INC., a)
6 corporation of the State of)
7 New York; VALENTINE DENOIA,)
8 Administrator of the Estate)
9 of Nicholas DeNoia, Deceased,)

10 Plaintiffs,)

11 v.)

12 IRENE BANERJEE, EASEBE)
13 ENTERPRISES, INC., a)
14 corporation of the State of)
15 California; and 929 CLUB)
16 CORP., a corporation of the)
17 State of California;)
18 NACE COHEN, an individual;)
19 MARK PAKIN, an individual;)
20 CLP TOUR LTD., a California)
21 Limited Partnership; and)
22 CHIP LP, INC., a California)
23 corporation,)

24 Defendants.)

25 This consolidated action came on for trial before the Court
26 and a jury, the Honorable William J. Rea, United States District
27 Judge, presiding, between the dates of January 23, 1997, and
28 February 21, 1997, inclusive, in the presence of Lamb & Baute,
attorneys for plaintiffs Read Schrotel, Stephen White, and Adonis
Management Company (Mark D. Baute, Esq., and David P. Crochetiere,
Esq., appearing); Margulies, Wind, Herrington & Knopf, attorneys
for plaintiffs Unicorn Tales, Inc., Chippendales Universal, Inc.,
and Valentine DeNoia (Robert E. Margulies, Esq., and Frank E.
Catalina, Esq., appearing); Howrey & Simon, attorneys for

1 defendants, Nace Cohen, Mark Pakin, CLP Tour, Ltd., and CHIP LP,
2 Inc. (Thomas J. Nolan, Esq., George W. Buehler, Esq., and John
3 Schuster, Esq., appearing); Junius T. Podrug, Esq., attorney for
4 defendant Irene Banerjee; and Stephen Jones, Esq., attorney for
5 defendants Somen "Steve" Banerjee, Easebe Enterprises, Inc.,
6 Chippendales, Inc., and 929 Club Corporation.

7 IT IS HEREBY ORDERED AND ADJUDGED that judgment be and hereby
8 is entered in favor of plaintiff Read Schrotel and against
9 defendants Estate of Somen Banerjee, Easebe Enterprises, Inc.,
10 Chippendales Inc., 929 Club Corporation, Ralph Colon and William
11 Barnes, jointly and severally, in the amount of \$2,311,000, along
12 with interest and costs; and it is

13 FURTHER ORDERED that judgment be and hereby is entered in
14 favor of plaintiff Stephen White and against defendants Estate of
15 Somen Banerjee, Easebe Enterprises, Inc., Chippendales, Inc., 929
16 Club Corporation, Ralph Colon and William Barnes, jointly and
17 severally, in the amount of \$2,234,000, along with interest and
18 costs; and it is

19 FURTHER ORDERED that judgment be and hereby is entered in
20 favor of plaintiff Adonis Management Company and against defendants
21 Estate of Somen Banerjee, Easebe Enterprises, Inc., Chippendales,
22 Inc., 929 Club Corporation, Ralph Colon and William Barnes, jointly
23 and severally, in the amount of \$836,000, along with interest and
24 costs; and it is

25 FURTHER ORDERED that judgments for punitive damages be and
26 hereby are entered in favor of plaintiff Stephen White and against
27 defendant Estate of Somen Banerjee, in the amount of \$2,500,000;
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1 against defendant Easbe Enterprises, Inc., in the amount of
2 \$2,000,000; against defendant Chippendales, Inc., in the amount of
3 \$2,000,000; against defendant 929 Club Corporation in the amount of
4 \$2,000,000; against defendant Ralph Colon in the amount of
5 \$500,000; and against defendant William Barnes in the amount of
6 \$500,000; and it is

7 FURTHER ORDERED that judgments for punitive damages be and
8 hereby are entered in favor of plaintiff Read Schrotel and against
9 defendant Estate of Somen Banerjee in the amount of \$2,500,00;
10 against defendant Easbe Enterprises, Inc., in the amount of
11 \$2,000,000; against defendant Chippendales, Inc., in the amount of
12 \$2,000,000; against defendant 929 Club Corporation in the amount of
13 \$2,000,000; against defendant Ralph Colon in the amount of
14 \$500,000; and against William Barnes in the amount of \$500,000; and
15 it is

16 FURTHER ORDERED that judgments for punitive damages be and
17 hereby are entered in favor of plaintiff Adonis Management Company,
18 Inc., against defendant Estate of Somen Banerjee in the amount of
19 \$4,500,000, against defendant Easbe Enterprises, Inc., in the
20 amount of \$2,000,000, against defendant Chippendales, Inc., in the
21 amount of \$2,000,000, against defendant 929 Club Corporation in the
22 amount of \$2,000,000, against defendant Ralph Colon in the amount
23 of \$500,000, and against defendant William Barnes in the amount of
24 \$500,000; and it is

25 FURTHER ORDERED, AND ADJUDGED that the 1994 asset transfers by
26 and between defendant Somen Banerjee and defendant Irene Banerjee
27 were intended by defendant Somen Banerjee and defendant Irene
28

1 Banerjee to hinder, delay or defraud creditors; and it is

2 FURTHER ORDERED that the jury found the value of Easebe
3 Enterprises, Inc. was \$8,000,000, the value of 151 Napoleon Street
4 was \$750,000, and the value of 301 Redlands Street was \$302,000;
5 and it is

6 FURTHER ORDERED AND ADJUDGED that pursuant to Section
7 3439.07(c) of the California Civil Code, plaintiffs Stephen White,
8 Read Schrotel, and Adonis Management Company, Inc. may execute
9 their judgments on the assets transferred by and between Soman
10 Banerjee and Irene Banerjee, or on the proceeds thereof; and it is

11 FURTHER ORDERED, ADJUDGED AND DECREED that the jury found that
12 the October-November 1994 transfer of assets by and between
13 defendants Irene Banerjee and Easebe Enterprises, Inc., on the one
14 hand, and defendants Nace Cohen, CLP Tour, Ltd., and CHIP LP, Inc.,
15 on the other hand, was not intended by each of those parties to
16 hinder, delay, or defraud creditors; and it is

17 FURTHER ORDERED that all claims herein against CLP Tour Ltd.,
18 CHIP LP, Inc., Nace Cohen, and Mark Pakin be and hereby are
19 dismissed on the merits, and that plaintiffs, and each of them,
20 take nothing from defendants CLP Tour, Ltd., CHIP LP, Inc., Nace
21 Cohen, and Mark Pakin; and it is

22 FURTHER ORDERED that defendants CLP Tour, Ltd., CHIP LP, Inc.,
23 Nace Cohen, and Mark Pakin recover of plaintiffs Read Schrotel,
24 Stephen White, Adonis Management Company, Unicorn Tales, Inc.,
25 Chippendales Universal, Inc., and Valentine DeNoia their costs of

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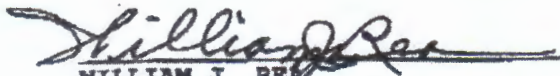
06/10/97 TUE 15:57 FAX 215 693 1223

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1 action, in the amount to be determined pursuant to the procedures
2 set forth in Rule 54(d).

3 IT IS SO ORDERED this 5th of June, 1997.

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7 WILLIAM J. REA
8 United States District Judge
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PROOF OF SERVICE

I, the undersigned, declare and certify as follows:

I am over the age of 18 years and employed in the County of Los Angeles, State of California. I am employed in the office of FRANDZEL ROBINS BLOOM & CSATO, L.C., members of the Bar of the above-entitled Court, and I made the service referred to below at their direction. My business address is 6500 Wilshire Boulevard, 17th Floor, Los Angeles, California 90048-4920.

On March 5, 2002, I served a true copy(ies) of the **CREDITOR'S CLAIM**, the original(s) of which is affixed hereto, to the party(ies) hereinafter mentioned:

[BY MAIL] by depositing the same for collection and mailing at Los Angeles, California, on the date herein above set forth in this Certificate, in a sealed envelope(s) with the postage thereon fully prepaid, addressed as follows:

Michael J. Berger, Esq.
16133 Ventura Boulevard
Suite 675
Encino, California 91436
Tel: (818) 905-1550

I have prepared the facsimile copy(ies) and/or the envelope(s) containing the copy(ies) to be served in accordance with the manner described above by placing the document(s) in Frandzel Robins Bloom & Csato, L.C.'s in-house delivery system for service in accordance with Frandzel Robins Bloom & Csato, L.C.'s ordinary business practices. I certify that I am fully familiar with the regular business practices of the law firm of Frandzel Robins Bloom & Csato, L.C. and I know the firm's procedures to be safe and reliable for delivery of said documents as described above.

I certify under penalty of perjury, under the laws of the State of California and the United States of America, that the foregoing is true and correct.

Executed on March 5, 2002, at Los Angeles, California.

Vicki Towles



Signature

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

**Probate Division
Stanley Mosk Dept. - 67**

17STPB02593

In re: Banerjee, Somen - Decedent

October 15, 2018

8:30 AM

Honorable Daniel Juarez, Judge

Corrina Ornelas, Judicial Assistant
Samantha Spawton, Court Services
Assistant

Elsa Hurtado (#14206), Court Reporter
Joe Miranda, Deputy Sheriff

NATURE OF PROCEEDINGS: Petition - Letters of Administration (Initial) filed on March 24, 2017 by Jesse Banerjee.

The following parties are present for the aforementioned proceeding:

Zacharias Tripodes, Attorney

The matter is called for hearing.

The Petition - Letters of Administration (Initial) filed on 3/24/2017 by Jesse Banerjee is granted. Jesse Banerjee is/are appointed Personal Representative(s) of the Estate with full IAEA. Bond is ordered in the amount of \$150,000.00.

The Personal Representative is ordered to file with this Court a Status Report or a Petition for Final Distribution no later than Tuesday, September 03, 2019. The Court sets an Order to Show Cause Hearing Re: Status Report or Petition for Final Distribution on Monday, October 07, 2019 at 8:30 AM in this department.

Attorney Zacharias Tripodes is to give notice and prepare the Order for Probate and upon the signing of said order, Letters shall issue forthwith.

DE-150

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number and address): C. Susan Keen (SBN #194587) 1515 7th Street, #111 Santa Monica, CA 90401		TELEPHONE AND FAX NOS (310) 695-8585	FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles SEP 21 2020 Sherri R. Carter, Executive Officer/Clerk By <u>Tonya Quinn</u> , Deputy
ATTORNEY FOR (Name): Jesse Banerjee, Petitioner			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS 111 N. Hill Street MAILING ADDRESS 111 N. Hill Street CITY AND ZIP CODE Los Angeles 90012 BRANCH NAME Central-Stanley Mosk			
ESTATE OF (Name) Somen Banerjee		DECEDENT	
<input type="checkbox"/> TESTAMENTARY <input type="checkbox"/> OF ADMINISTRATION WITH WILL ANNEXED		LETTERS <input checked="" type="checkbox"/> OF ADMINISTRATION <input type="checkbox"/> SPECIAL ADMINISTRATION	CASE NUMBER 17STPB02593

- LETTERS**
1. ☐ The last will of the decedent named above having been proved, the court appoints (name):
- a. ☐ executor
b. ☐ administrator with will annexed.
2. ☒ The court appoints (name):
Jesse Banerjee
a. ☒ administrator of the decedent's estate
b. ☐ special administrator of decedent's estate
(1) ☐ with the special powers specified in the Order for Probate.
(2) ☐ with the powers of a general administrator
(3) ☐ letters will expire on (date):
3. ☒ The personal representative is authorized to administer the estate under the Independent Administration of Estates Act ☒ with full authority ☐ with limited authority (no authority, without court supervision, to (1) sell or exchange real property or (2) grant an option to purchase real property or (3) borrow money with the loan secured by an encumbrance upon real property)
4. ☐ The personal representative is not authorized to take possession of money or any other property without a specific court order

WITNESS, clerk of the court, with seal of the court affixed



Date **SEP 21 2020**
Clerk, by Sherri R. Carter
Tonya Quinn
DEPUTY

LETTERS
(Probate)

- AFFIRMATION**
1. ☐ PUBLIC ADMINISTRATOR: No affirmation required (Prob. Code, § 7621(c)).
2. ☒ INDIVIDUAL: I solemnly affirm that I will perform the duties of personal representative according to law.
3. ☐ INSTITUTIONAL FIDUCIARY (name):
- I solemnly affirm that the institution will perform the duties of personal representative according to law.
I make this affirmation for myself as an individual and on behalf of the institution as an officer
(Name and title):
4. Executed on (date) 9-21-2020
at (place): LA, California.

[Signature]
SIGNATURE

CERTIFICATION

I certify that this document is a correct copy of the original on file in my office and the letters issued the personal representative appointed above have not been revoked, annulled, or set aside, and are still in full force and effect



Date **SEP 21 2020**
Clerk, by Sherri R. Carter
Tonya Quinn
DEPUTY

Probate Code §§ 1001, 8403, 8405, 8544, 8545
Code of Civil Procedure, § 2015.5

1 Jesse Banerjee
2 3573 3rd Street suite#206
3 Los Angeles, CA 90020
4 3109238788
5 Email:infor@stevebanerjee.com
6 Pro se,

7 **UNITED STATES DISTRICT COURT**
8 **CENTRAL DISTRICT OF CARLIFORNIA**

9 **CHIPPENDALES USA LLC,**

Case No.: CV 23-3672 PA (PDx)

10 *Plaintiff,*

11 **vs.**

12 **JESUS JESSE BANERJEE,**

13 *Defendant*

**DECLARATION OF JESSE BANERJEE
IN SUPPORT OF REQUEST FOR
REMOVAL OF CRAIG L. CHISVIN AS
COUNSEL OF RECORD**

14
15
16 I, Jesse Banerjee, hereby declare and state as follows:

- 17 1. I am the defendant in this matter currently before this honorable court, and I hereby
18 submit this declaration in support of my request the removal of Mr. Craig L. Chisvin as
19 my counsel of record.
- 20 2. I initially retained Attorney Craig L. Chisvin, Esq., SBN 191825, of CLC LAW GROUP,
21 APC, located at 11400 W. Olympic Blvd., Suite 1400, Los Angeles, CA 90064, with the
22 expectation of receiving competent legal representation in the proceedings related to my
23 case. However, it has become evident over the course of our professional relationship that
24 there has been a substantial breakdown in communication and trust, necessitating this
request for his removal.
- 25 3. Despite my persistent efforts to communicate with Mr. Chisvin and provide instructions
26 regarding the specifics of my case, there has been a consistent failure on his part to
27 engage in meaningful dialogue. Vital messages and inquiries have frequently gone

1 unanswered, leaving me uninformed about critical developments and impeding my ability
2 to actively participate in my defense.

3 4. Mr. Chisvin's failure to promptly respond to my inquiries and provide updates on the
4 progress of my case has resulted in unnecessary anxiety and uncertainty. I have
5 repeatedly sought clarification on various legal matters and procedural issues, only to be
6 met with silence or delayed responses, further exacerbating the breakdown in
7 communication.

8 5. In addition to the communication deficiencies, Mr. Chisvin has failed to provide the level
9 of representation expected of him. He neglected to gather and present essential evidence
10 that could have significantly influenced the outcome of my case. Furthermore, he omitted
11 important facts within the pleadings, depriving the court of crucial information necessary
12 for a thorough understanding of the matter at hand and annexed herewith are copies of
13 emails sent from myself to Mr. Chisvin indicating the need to add more information and
14 or begging him to take the necessary steps to address deficiencies or file as the case may
15 be. The said Emails are marked **EXHIBIT A**

16 6. For example, in a significant oversight, he erroneously identified himself as "Attorneys
17 for Plaintiff: Jesus 'Jesse' Banerjee," in his reply to the Objection against my motion to set
18 aside the Default judgement entered against me despite my role as the defendant in this
19 case. This misrepresentation underscores a deeper disconnect between Attorney Chisvin's
20 understanding of the case and the reality of my position within it. Such oversight not only
21 raises concerns regarding his grasp of the fundamental aspects of the case but also
22 undermines the trust and confidence essential for effective legal representation.

23 7. Mr. Chisvin's lack of diligence and failure to advocate effectively on my behalf have
24 compromised my defense and eroded my confidence in his ability to represent my
25 interests competently. Despite my repeated attempts to provide relevant information and
26 input, he has demonstrated a disinterest in incorporating my perspectives into the legal
27 strategy.

 8. Mr. Chisvin's performance has fallen below the standard of effective assistance mandated
 by law. His failure to adequately prepare for proceedings, provide timely updates, and

1 communicate openly and transparently with me as his client has hindered my ability to
2 make informed decisions about my case and actively participate in my defense.

3 9. In light of the aforementioned concerns regarding Mr. Chisvin's performance and the
4 breakdown in the attorney-client relationship, I respectfully request the removal of Mr
5 Craig L. Chisvin as my counsel of record in this case. I believe that such action is
6 necessary to uphold my right to effective assistance of counsel and to ensure fairness and
7 justice in these proceedings.

8 10. I understand the implications of this request, including the need to secure alternative legal
9 representation. Nonetheless, I am prepared to undertake the necessary steps to protect my
10 rights and pursue a favorable resolution in this matter, including retaining new counsel
11 who can provide the competent and diligent representation I deserve.

12 11. I declare under penalty of perjury under the laws of the United States that the foregoing is
13 true and correct.

14
15
16 Declared on this 15TH day of May 2024

17 BY: 

18 Jesse Banerjee

19 3573 3rd Street suite#206

20 Los Angeles, CA 90020

21 3109238788

22 Email:infor@stevebanerjee.com
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EXHIBIT A

----- Forwarded message -----

From: **jesse banerjee** <bowtielegacyllc@gmail.com>

Date: Fri, Mar 1, 2024 at 10:53 PM

Subject: Urgent: Meet and Confer on Motion to Set Aside Default Judgment and Compensation Pledge

To: Craig Chisvin <craig@clclawgroup.com>, Jeremy Dix <jeremy@clclawgroup.com>

Dear Craig,

I trust this email finds you well. I wanted to touch base regarding the motion to set aside the default judgment in Case Ending 72. It has come to our attention that a deficiency exists, and in light of this, it is imperative that we address the matter promptly.

I understand that the meet and confer process, as stipulated in Rule 7-3, is underway or scheduled. However, I'd like to emphasize the urgency of not only resolving the deficiency but also the need to address any aspects that should have ideally been considered during the initial drafting of the motion.

I believe it is fair to acknowledge that the meet and confer process should have ideally coincided with the motion drafting and be done before the filling of the motion, and now that we have identified the deficiency, your attention to this is crucial. It's almost 3 months and we are still at this and I think this situation is not ideal. I'm already dealing with a lot trying to get the funders, coordinating the case and you have promised time and again to deliver but I'm now apprehensive of my interest.

Could you kindly update me on the status of the meet and confer and any proposed timeline for resolution? Additionally, if there are specific elements or considerations that we need to highlight during this process, please share them with us.

Your dedication to resolving this matter is greatly appreciated, and I want to ensure you are duly compensated for your time and effort in navigating through this situation.

Thank you for your understanding and cooperation. I look forward to your timely response.

Best regards,

1 ----- Forwarded message -----

2 From: **jesse banerjee** <bowtielegacyllc@gmail.com>

3 Date: Tue, Mar 5, 2024 at 8:54 PM

4 Subject: update on meet and confirm - pause funding

5 To: Craig Chisvin <craig@clclawgroup.com>

6 Hello Craig,

7 I like to know when is a good time to set the meet and confer?

8 We need to let them know that you are repesnting the Estate Administrator. We need to go over
9 the plan, I need your plan of action.

10 Let's go over your game plan, and come to an agreement to make the best out of it.

11 Regarding Shawn we need to go over the plan of action, he is familiar with the case, this will
12 make a lot difficult to trick him.

13 Hope to hear from you soon.

14 Kind regards

15 Jesss Banerjee
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----- Forwarded message -----

From: **jesse banerjee** <bowtielegacyllc@gmail.com>

Date: Wed, Dec 27, 2023 at 10:35 PM

Subject: Motion to Set Aside Default Judgment - Case No.: CV 23-3672 PA (PDx)

To: Craig Chisvin <craig@clclawgroup.com>, Jeremy Dix <jeremy@clclawgroup.com>

Dear Craig and Jeremy,

I hope this message finds you well. I'm writing in regard to the default judgment in the case of Chippendales USA LLC v. Jesus Jesse Banerjee, et al. I've thoroughly reviewed the motion to set aside the default judgment that you prepared, and I'd like to discuss some crucial elements.

1. Need for Exhibits

While I appreciate the overall drafting of the motion, I'm concerned about the absence of annexed exhibits to substantiate our claims. Considering the evidentiary requirement that demands substantiation of claims, I strongly advocate attaching exhibits where relevant.

I firmly believe that providing direct exhibits is crucial to validate key aspects of our defense, especially concerning my claim of trademark ownership. These exhibits will serve as concrete evidence, significantly fortifying our position and demonstrating the credibility and validity of our assertions.

I am more than willing to consider and promptly furnish any necessary information or documentation required to bolster our case. Collaboratively, let's ensure that our motion is not only well-argued but also substantiated with compelling exhibits to support our claims.

2. Detailed Response Supported by Evidence

Additionally, I believe that in order to establish the presence of a meritorious defense raising triable issues, it might be advantageous for us to prepare and draft a response to the complaint.

This response could accompany the motion as an exhibit and/or serve as a proposed response to the complaint, significantly bolstering our position.

1 While acknowledging the strength of our motion's defense, I am convinced that a detailed
2 response to the complaint, supported by explicit evidence, would substantially strengthen our
3 rebuttal to the allegations presented. To effectively challenge the default judgment, a
4 comprehensive evidential presentation, inclusive of a well-crafted response, is crucial.

5 I am fully committed to collaborating with you on preparing this response and ensuring it aligns
6 seamlessly with our defense strategy, fortifying our stance with compelling evidence.

7 **3. The Pending Appeal**

8 Furthermore, I find it essential to address the issue of jurisdiction given the ongoing appeal. Rule
9 62.1 provides the court with the authority to issue an indicative ruling when it lacks the power to
10 grant a motion due to an ongoing appeal (Fed. R. Civ. P. 62.1(a)(3)). Notably, the motion to set
11 aside the default judgement fails to acknowledge the appeal previously filed.

12 It is well settled that the "filing of a notice of appeal divests the district court of
13 jurisdiction." *Gould v. Mutual Life Ins. Co.*, 790 F.2d 769, 772 (9th Cir. 1986). When a Rule
14 60(b) motion is filed in district court after a notice of appeal has been filed, the district court
15 lacks jurisdiction to entertain the motion. *Katzir Floor & Designs, Inc. v. M-MLS.com*, 394 F.3d
1143, 1148 (9th Cir. 2004).

16 In seeking to vacate the default judgment and proceed with a trial on the merits, it's prudent to
17 present an argument affirming the district court's reserved jurisdiction to issue an indicative
18 ruling on this motion. By doing so, the Court of Appeals can be petitioned to remand this case
19 back to the district court, thereby restoring its substantive jurisdiction over this motion. Under
20 Federal Rule of Appellate Procedure 12.1, "[i]f a timely motion is made in the district court for
21 relief that it lacks authority to grant because of an appeal that has been docketed and is pending .
22 . . [and i]f the district court states that it would grant the motion or that the motion raises a
23 substantial issue, the court of appeals may remand for further proceedings but retains
24 jurisdiction..." Fed. R. App. P. 12.1. Thus, if the district court issues an indicative ruling –
25 either that it would grant the motion or that there is a substantial issue – the appellate court then
26 decides whether to remand the case for a ruling by the district court. *Reyes v. Martinez, No. 1:11-
27 cv-00362-LJO-EPG-PC (E.D. Cal. [United States District Court for the Eastern District of
California])*

1 Given that substantive jurisdiction was divested upon the filing of the appeal and the subsequent
2 entry of the notice of appeal on the docket, clarifying the court's authority to make an indicative
3 ruling becomes pivotal. This clarification will facilitate the Court of Appeals in remanding the
4 case, granting the district court the necessary jurisdiction to consider and rule upon this motion to
5 vacate the default judgment.

6 **4. Collaborative Effort**

7 I'm fully committed to actively collaborating with you to ensure our defense is robust and well-
8 supported. Your guidance in reinforcing the motion with substantial evidence and articulating a
9 compelling defense strategy is essential to our success.

10 In conclusion, I'm eager to diligently address the court's concerns and I'm ready to work closely
11 with you to present a compelling defense supported by compelling exhibits.

12 Your attention to this matter is greatly appreciated. Please let me know if you require any further
13 information or clarification.

14 Thank you for your time and assistance.

15 Best regards,

16 Jesse Banerjee
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1 jesse banerjee <bowtielegacyllc@gmail.com>

Fri, Jan 19,

2 5:20 AM

3 to Craig Chisvin

4 Dear Craig,

5 I hope this email finds you well. I am writing to express my concerns regarding the current status
6 of our case. It has been almost two months since we initiated the process, and unfortunately, we
7 are still yet to file despite having completed the motion.

8 Time is of the essence in our situation, and the prolonged silence is causing considerable anxiety.
9 If there are identified deficiencies or issues that need addressing, it is imperative that we discuss
10 them promptly to ensure a timely resolution. The approaching deadline is a serious matter, and I
11 am sure you understand the potential consequences of any delays.

12 I kindly request that you provide me with a comprehensive update on the status of my case and
13 any steps that need to be taken to move forward. Your prompt attention to this matter is greatly
14 appreciated, as it directly impacts my ability to file within the required timeframe.

15 Thank you for your understanding and cooperation.

16 Best regards,

17 Jesse Banerjee
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